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1989

RUTGERS UNIVERSITY

AGREEMENT

Between

THE TENAFLY BOARD OF EDUCATION

And

THE DEPARTMENT SUPERVISORS' ASSOCIATION OF TENAFLY

---

X July 1, 1983 through June 30, 1986

---

ARON  
& SALSBERG  
COUNSELLORS AT LAW  
684 PASSAIC AVENUE  
NUTLEY, NEW JERSEY 07110

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PREAMBLE

This Agreement entered into this 12th day of March, 1984 by and between the Board of Education of Tenafly, Bergen County, New Jersey (hereinafter called the "Board") and the Department Supervisors' Association of Tenafly (hereinafter called the "Association").

**ARTICLE I**  
**RECOGNITION**

- A. So long as the Association represents the majority of the department supervisors, the Board recognizes the Association as the exclusive representative of all said department supervisors only, for the purpose of collective negotiations concerning the terms and conditions of employment of such department supervisors. Specifically excluded from this paragraph shall be all other employees of the Board.
- B. The term "Department Supervisors" as used in this Agreement refers to all properly certificated employees of the Board who are employed as Department Supervisors.
- C. References throughout this Agreement to "supervisors" or "employees" shall mean the personnel covered in Paragraph A of this Article.

ARTICLE II  
NEGOTIATIONS PROCEDURE

The Board and the Association agree to meet at reasonable times and negotiate in good faith with respect to terms and conditions of employment, in accordance with the provisions of the New Jersey Employer-Employee Relations Act.

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ARTICLE III  
BOARD'S RIGHTS

- A. The Association recognizes the Board as the public agency charged by the Legislature, under the mandate of the Constitution, with the management in the School District of the Borough of Tenafly of a thorough and efficient system of free public schools.
- B. The Board hereby retains and reserves unto itself, without limitations, other than those expressly set forth by law and by the specifications of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities therein and thereon of its supervisors;
  2. To hire all supervisors and, subject to the provisions of law, to determine their qualifications for employment, or their discipline, dismissal or demotion, and to promote, transfer, assign and reassign all such employees;

3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind.
5. To determine class schedules

C. The exercises of the foregoing powers, rights, authority, duties or other responsibilities by the Board and its administrative staff, the adoption of policies, directives, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms and provisions of this Agreement and the Constitution and Laws of the State of New Jersey and Constitution and Laws of the United States.

ARTICLE IV  
SUPERVISOR RIGHTS

The Board and the Association agree that every supervisor shall have the right to freely and without penalty or reprisal form, join and assist in any supervisor organization or to refrain from any such activity. N.J.S.A. 34:13A-5.3



## ARTICLE V

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

#### A. Association Rights and Privileges

1. The Board agrees that the Association shall have the right to use school buildings at reasonable hours for meetings provided the principal of the building involved be given reasonable advance written notice, or in the case of emergent circumstances, reasonable advance oral notice, and provided there is no conflict with school operations.
2. Officers of the Association shall have the right to transact official business on school property at reasonable times provided this does not interfere with school operations.
3. The Association shall have the right to make reasonable use of school facilities and equipment including office machines and audio visual equipment for Association purposes when such facilities and equipment are not in use for educational purposes. The Association agrees to pay for the cost of materials and supplies incidental to such use at the rate paid by the Board and for any repairs necessitated by such use.

4. The Association shall have the right to make reasonable use of the inter-school mail system for distribution of Association materials provided this does not interfere with school operations. The building principal shall be made aware of such use.
5. The Association shall have the right to use the bulletin board in the teachers' room, faculty lounge, and the teachers' dining room. The location and size of such bulletin boards shall be agreed upon with the respective building principal. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.
6. The Board agrees to furnish to the Association through the Superintendent, or otherwise to make available to it, any and all information which is a matter of public record.
7. The Association agrees that none of the foregoing rights and privileges granted to the Association shall be used or employed in connection with any form of strike which would involve the suspension of, or the interference with, the normal school program.

B. Faculty Meetings

Principals and/or the Superintendent may hold faculty meetings on Monday afternoons and Supervisors will not schedule any other activities which would conflict with this time provided reasonable notice is given.

C. Association Studies

The Association shall furnish to the Board copies of all pertinent studies, surveys and lists which would assist the Board in making decisions.

## ARTICLE VI

### SICK LEAVE

#### A. Cumulative Sick Leave

1. All supervisors who are employed on a ten (10) month basis shall be awarded thirteen (13) days as sick leave credit for each school year in this district. Such sick leave credit shall be accumulative with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. 18A:30-1 et seq.
2. All supervisors who are absent due to personal disability as a result of illness or injury shall be entitled to full pay for each day of such absence up to the number of days accumulated. When such absence exceeds five (5) consecutive school days, the supervisor shall file with the Superintendent, through the principal's office, not later than five (5) school days after returning to work, a doctor's certificate which attests to the supervisor's personal illness or injury during the period of absence.
3. A supervisor starting employment after the beginning of the school year shall receive a pro rate amount of sick leave credit based upon the length of the employment contract.

B. Sick Leave During Sabbaticals

1. Supervisors on sabbatical leave shall be credited with sick leave benefits as above defined.
2. Supervisors shall report on return from sabbatical leave the number of days that should be subtracted from their credited sick leave on account of illness during the said leave.

C. Required Medical Examinations

1. The Board agrees to provide any and all physical or health examinations the Board may require, free of expense to all supervisors except for X-rays. If, in the course of the premium year, the Rider J benefits for a supervisor and the supervisor's family have been exhausted, the charge for any additionally required X-ray of the supervisors will be reimbursed by the Board.
2. If the supervisors chooses to decline the services of any licensed practitioner designated by the Board, he/she may select any licensed practitioner, approved by the Board, in which case the cost of such physical or health examination shall be borne by the supervisor.

ARTICLE VII  
TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

1. A supervisor's absence from school for personal or business reasons when not in excess of a total of three (3) school days during the school year for those with less than twenty (20) years of service in Tenafly, or a total of four (4) school days during the school year for those with twenty (20) or more years of service in Tenafly shall be granted without loss of pay.
2. A supervisors's reason for such leave shall be stated in writing in advance to the Building Principal except when extenuating circumstances do not permit advance notification.
3. The exact reasons shall be stated unless the reason is considered very personal by the supervisor, in which case the word "Personal" may be used.
4. Additional days, beyond those days allowed, may be granted at the discretion of the Superintendent. Any such additional personal leave granted at the discretion of the Superintendent shall be with full pay less amount of prevailing substitute supervisor rate of pay.

5. The provisions of subsection 2 and 3 above to the contrary notwithstanding, personal leave with pay shall not be allowed for any school day immediately preceding or immediately following a vacation or school holiday except under emergency conditions with the approval of the Building Principal at the discretion of the Superintendent.

**B. Anticipated Disability Leave (Including Maternity Leave)**

1. Any supervisor who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon such anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence shall be chargeable to the accumulated sick leave, if any, of said employee. All supervisors covered by this Agreement anticipating such a state of disability shall notify the Superintendent through their Principal of the condition expected to result in disability as soon as the condition which may result in disability is known, and shall submit to the Superintendent (i) a certificate from his/her physician verifying the condition expected to result in disability and the physician's prognosis as to the

anticipated duration of such disability, and (ii) if requesting a leave under this Article, a written request specifying the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability.

2. A supervisor who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said supervisor produces a statement from his/her physician stating that said supervisor is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the supervisor is capable of performing said duties.
3. In no event shall the Board be obligated to permit an supervisor anticipating a state of disability to continue in the performance of his/her duties where the performance of said supervisor had substantially declined from that performance demonstrated by said supervisor at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability. The Board may require any supervisor desiring to continue in the performance of his/her duties during the period



preceding an anticipated disability, to submit to the Board, upon the request of the Board not more than once per month, a certificate from his/her physician certifying that said supervisor is able satisfactorily to continue to perform his/her duties.

4. The Board shall have the right to require any supervisor who has been on disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties, which shall be confirmed by the school medical inspector.
5. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates of the resumption of duties would substantially interfere with the administration of the school or with the education of the pupils, the requested dates may be changed by the Board if, in the opinion of the school medical inspector, such change is not medically contra-indicated.
6. A supervisor who has undergone hospital confinement shall be expected to resume his/her duties within fifteen (15) calendar days of the date of discharge from the hospital; provided, however, that the resumption of duties is not medically contra-indicated;

and provided, further, that said supervisor has submitted a certificate from his/her physician certifying that said supervisor is able satisfactorily to resume the performance of his/her duties.

7. Where a disability leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the supervisor to the Board accompanied by a certificate from the supervisor's physician as to the advisability of such extension or reduction. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extensions or reductions would substantially interfere with the administration of the school and/or with the education of the pupils and, provided, further, that such change by the Board is not medically contra-indicated. All extensions of such leaves shall in any event be subject to the provisions of the N.J.S.A. 18A:30-1 et seq., and, specifically, N.J.S.A. 18A:30-7.

8. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a leave of absence of any non-tenured supervisor beyond the end of the contract school year in which the leave is originally granted.
9. Where the anticipated disability leave is for pregnancy reasons, pregnant supervisors applying for leaves of absence under the provisions of this section may simultaneously make application for a child rearing leave in accordance with the provisions of Section C of this Article.

C. Child-Rearing Leave

1. In the case of the birth of a child or the placement of a child under the age of five (5) years for adoption, any supervisor shall have the right to apply for a leave without pay or any other benefits provided herein for child rearing purposes.
2. In cases where both husband and wife may be supervisors in the school system, only one of said persons may be entitled to such leave.
3. A child-rearing leave shall be granted for a period of up to the end of the school year in which the birth of the child or the placement of a child under the age of five (5) years for adoption occurs, but such leave

shall be automatically extended, in the cases of tenured supervisors only, upon notification by a tenured supervisor, for one (1) additional school year. Such notification by such tenured supervisor for an extension of such child-rearing leave must be given to the Superintendent at least three (3) months prior to the expiration of the first period thereof. Such child-rearing leave for such tenured supervisor, may in the absolute discretion of the Board, be extended, upon request by such tenured supervisor made to the Superintendent in writing at least three (3) months prior to the expiration of the second period thereof, for a second additional school year.

4. Where a child-rearing leave is requested, the supervisor requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.
5. Applications for child-rearing leave must be filed at least three (3) months before the anticipated birth of the child or immediately upon termination of the disability leave. Application for child-rearing leave in connection with the placement of a child for adoption shall be filed upon receipt by a supervisor of a notice of such placement.

6. Where an supervisor who has been granted a child-rearing leave returns to the system, such supervisor may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such supervisor.
7. Anything to the contrary notwithstanding, a child-rearing leave granted to a non-tenured supervisor need not be extended beyond the end of the contract year in which the leave is granted. In the case of a non-tenured supervisor who shall exercise his/her right to take child-rearing leave, the period of said leave shall not be included in the minimum period required by statute to attain tenure, and said supervisor shall not acquire tenure during such leave.
8. The dates for the commencement and termination of child-rearing leave shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not interfere substantially with the administration of the school or with the education of the pupils.
9. During a child-rearing leave, an supervisor shall not be eligible for credit on the salary guide or any other benefits provided by this Agreement.

D. Emergency Disability Leave

1. If a supervisor requires a disability leave of absence because of an emergency not herein specified, such leave may be granted at the discretion of the Superintendent with the approval of the Board, but shall not in any case exceed the portion or remainder of the school year in which the leave may be granted.

E. Military Leave

1. Supervisors serving in any branch of the armed forces of the United States or full-time services of the American Red Cross, in time of war or an emergency during their employment in Tenafly, shall continue to enjoy the same benefits as other supervisors and shall not lose tenure, seniority or pension status.
2. The time spent in said military service shall be counted for salary purposes as if it were time spent in the active employ of the Board. However, no salary shall be paid nor shall other benefits not specified in this Article accrue or be granted.
3. Supervisors with active reserve status in the Federal Reserve or National Guard shall be permitted to serve required reserve training duty without loss of salary for a period not to exceed ninety (90) calendar days.

Said reserve duty time shall not be charged as vacation or personal leave. N.J.S.A. 38:4-4 and N.J.S.A. 38:23-1.

4. For purposes of determining salary, newly employed supervisors with full-time, active duty military experience shall be credited with an equivalent number of years as if actually spent in teaching. The amount of credit for such full-time active duty military service, however, shall not exceed four (4) years. N.J.S.A. 18A:29-11.

F. Other Leaves

1. Absences during any one (1) school year for the following reasons, which are not chargeable against a supervisor's accumulated sick leave, shall be allowed with full pay, except as otherwise provided, and subject to the limitations set forth in this Article:

(a) Serious Illness or Injury in Immediate Family.

For no more than a total of five (5) school days per year, for serious illness or injury to a member of the supervisor's immediate family, i.e., husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any other relative, provided such relative lives within the immediate

household. Within five (5) days after returning to work, the supervisor shall file with the Superintendent a physician's certificate or sufficient explanation showing that the absence was for said reasons. Unsubstantiated absences shall result in full deduction of pay. Leave for the purpose of attending to serious illness or injury as provided herein may be extended at the discretion of the Superintendent to a maximum of ten (10) school days wherein the supervisor absent between the 6th and 10th day, inclusive, shall receive as compensation, the difference between the substitute rate of pay and the per diem rate of said supervisor.

(b) Quarantine.

Absence of a supervisor from school on account of the supervisor's being quarantined by a Board of Health because of the contagious disease of a third person.

(c) Death in Immediate Family.

For no more than a total of five (5) school days per school year for death in the supervisor's immediate family, as defined previously in this Article.



(d) Death of a Relative or Friend.

For no more than one (1) school day per school year for a death of a friend or of a relative outside of the supervisor's immediate family.

(e) Jury Duty, Subpoena or Legal Process.

Required absence by a supervisor by a reason of required jury duty, a subpoena, or legal process issued by court of competent jurisdiction, except that a supervisor serving on required jury duty shall receive the regular per diem contracted salary less any monies received for service for jury duty, and no salary shall be paid to a supervisor for time spent in court or before any administrative agency in any case involving an action instituted by a supervisor against the Board. The subpoena or other evidence of legal process as to the supervisor's required attendance in court or before any administrative agency shall be filed with the Superintendent through the principal's office.

(f) School Purposes.

Absence which are for school purposes as recommended by the building principal and approved by the Superintendent at his/her discretion.

2. For the purposes of this Article, all substitute deductions shall be made at the then prevailing Board rate.

## ARTICLE VIII

### INSURANCE

#### A. Health Insurance

The Board shall, pursuant to appropriate rules and regulations relating to the State Health Benefits Program, pay one hundred (100%) percent of the cost of the State Health Benefits Plan (which shall include Blue Cross, Blue Shield, Rider J and Major Medical) for those staff members herein covered who receive a salary or wages for a minimum of twenty (20) in-school work day hours per week, and for the spouses and dependent children of such staff members.

#### B. Contributions Towards Cost of Dental Plan

The Board shall, for the benefit of those staff members herein covered who receive a salary or wages for a minimum of twenty (20) in-school work day hours per week, and for the benefit of the spouses and dependent children of such staff members, contribute, during the 1983-1984 school year (July 1, 1983 - June 30, 1984) a sum equal to the number of supervisors on staff as of September 1983 times 12 times \$18.99, toward the purchase of a dental plan.

The Board shall, for the benefit of those staff members herein covered who receive a salary or wages for a minimum of twenty (20) in-school work day hours per week, and for the benefit of the spouses and dependent children of such staff members, contribute during the 1984-1985 and 1985-1986 school year (July 1, 1984 - June 30, 1986) a sum equal to the number of supervisors on staff as of September 1984 times 12 times \$29.79 (\$27.83 + orthodontic benefits of \$1.96) toward the purchase of a dental plan.

In either 1983-1984, 1984-1985 or 1985-1986, any increased or lessened costs resulting from staff fluctuations shall be borne by, or shall inure to the benefit of, the Board.

ARTICLE IX  
CREDIT UNION AND TAX SHELTERED ANNUITY

The Board agrees to make payroll deductions for the East Bergen Teachers Federal Credit Union deposits, and Prudential Insurance Company of America Group Tax Deferred Annuity Plan deposits, as may be requested by supervisors and deposit these funds in such manner as may be prescribed by law. A committee will be established to examine the tax shelter agent.

ARTICLE X  
EXTENDED LEAVE

A. Sabbatical Leave

1. General

(a) Sabbatical leave is planned to help maintain instructional and supervisory services at the highest level of quality and efficiency. While satisfactory service is a prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to supervisors for their professional advancement so that they may better serve the local school district.

(b) The granting of a sabbatical leave to any employee shall be at the discretion of the Board based upon the recommendation of the Superintendent.

2. Eligibility

Any supervisor who has completed at least seven (7) successive years of satisfactory service in the Tenafly Public Schools may, upon the recommendation of the Superintendent, be granted a leave of absence for one (1) or one-half (1/2) academic year for study, or for

travel if the travel is clearly related to the professional advancement of the supervisor in question and only if carefully planned to that end.

3. Number of Leaves Authorized

Not more than ~~two (20)~~ <sup>one (1)</sup> percent of all supervisors covered by this Agreement (rounded to the nearest whole number) shall be granted sabbatical leave during any academic year.

4. Application for Leave

- (a) Application for sabbatical leave shall be made on or before November 15th of the school year preceding that for which leave is being sought. If approved, such leave shall become effective at the beginning of the succeeding school year.
- (b) Application shall be made in writing in such form as prescribed by the Superintendent and shall state clearly the nature, purpose and professional benefits of the proposed activity for which the sabbatical leave is requested.
- (c) In recommending sabbatical leave of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service within the Tenafly school system. Due

consideration shall be given to the reasonable and equitable distribution of sabbatical leaves among the different schools and departments.

- (d) Each applicant shall be notified by the Superintendent in writing on or before March 15 of the school year preceding that for which leave is being sought of the decision of the Board concerning his or her application.

5. Subsequent Service - Return to Active Duty

- (a) As a condition to being granted leave, the supervisor shall enter into a written contract, prior to June 30 of the year preceding the year in which the leave is to commence, upon mutually agreeable terms, to continue in the service of the Board for a period of at least two (2) full academic years immediately following the year in which the sabbatical leave is taken.
- (b) If the supervisor fails to continue in the service of the Tenafly Public Schools after such sabbatical leave, said supervisor shall repay to the Board a sum of money equal to the amount of salary received while on leave, unless such supervisor is incapacitated, has been discharged, or has been released from this obligation for good and sufficient reasons by the Board.



(c) A supervisor on sabbatical leave shall confirm to the Superintendent on or before April 1 of the year of leave his or her intention to return to duty at the start of the following school year.

6. Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement and contributions by the supervisor to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired. The period of time spent on sabbatical leave shall be counted for the purpose of salary increment and seniority, just as though the supervisor had actively engaged in employment.

7. Illness or Accident

In the event that the program of study or travel being pursued by a supervisor on sabbatical leave should be interrupted by serious accident or illness during such leave, as shown by satisfactory evidence submitted to the Superintendent, such an interruption shall not constitute a breach of the conditions of such leave, or prejudice the supervisor from receiving all rights and privileges provided for under the terms of this sabbatical leave policy, provided that the Superintendent was notified of such accident or illness within ten (10) calendar days of its occurrence.

8. Forfeiture of Leave

If the Superintendent is convinced that a supervisor on sabbatical leave is not fulfilling the purpose of such sabbatical leave, he/she shall immediately report this fact to the Board and the Board may terminate the leave immediately after giving the supervisor an opportunity to be heard.

9. Sabbatical Leave to "Anticipated Disability Leave"

If a supervisor on sabbatical leave should ascertain that a disability exists which would necessitate an interruption of his/her sabbatical leave, the supervisor shall immediately report this fact to the Superintendent so that he/she may take appropriate action.

10. Reinstatement

A condition of reinstatement is the presentation of evidence by the supervisor, in the form of a written report as to the manner in which the sabbatical leave was utilized and the results thereof, indicating to the satisfaction of the Superintendent, whose judgment shall be exercised reasonably, that the period of leave has been utilized in good faith for the purpose for which it was granted. The Board shall have the right to transfer or reassign any supervisor, upon

reinstatement, within such supervisor's area of certification, as though such supervisor had remained at all times in active service.

11. Duration

Sabbaticals may be for either one-half (1/2) school year or one (1) full year. Neither the Superintendent nor the Board shall be compelled to recommend or grant any specific ratio of one-half (1/2) or full year or summer sabbaticals.

12. Salary

- (a) A supervisor on sabbatical leave for the full school year shall receive fifty (50%) percent of his or her contractual salary for the year on sabbatical leave less regular deductions plus an additional five (5%) percent of full contractual salary for each year beyond seven (7) years of service in the district or since the previous sabbatical leave, up to the maximum of seventy-five (75%) percent of full contractual salary.
- (b) The salary paid to a supervisor on sabbatical leave for one-half (1/2) year shall be the pro rata annual contractual salary for the year on sabbatical leave less regular deductions.

- (c) Salary checks shall be issued to a supervisor on sabbatical leave as per the salary payment policy for all other supervisors in the Tenafly Public School system.

13. Doctoral Program

- (a) In the event a supervisor is granted a sabbatical leave to pursue a full doctoral program which requires a year's residency, the compensation for said leave shall be one hundred (100%) percent of his/her contractual salary for that year less regular deductions. As a consideration to being granted such leave said supervisor shall enter into a written contract before June 30 in the year preceding the year in which the leave is to commence, upon mutually agreeable terms, to continue in the service of the Board for a period of at least two (2) full academic years immediately following the year in which the sabbatical leave is taken.
- (b) Except for the length of subsequent service and compensation, sabbatical leave for a doctoral program shall be consonant with all other provisions of this Article.

B. Leave Without Pay

1. The Board, upon recommendation of the Superintendent, may grant a leave of absence without pay to any tenured supervisor for a period of up to one (1) school year for good and sufficient reason. Application for such leave shall be made to the Superintendent on or before November 15th of the school year preceding the school year for which the leave is being sought. Exceptions, in the case of applications made after November 15 of said school year, may be made at the discretion of the Superintendent in cases of emergency.
2. A supervisor on leave without pay shall report to the Superintendent on or before April 1 of the year of leave his or her intention to return to duty at the start of the following school year. The Board shall have the right to transfer or reassign any supervisor, upon reinstatement, within such supervisor's area of certification, as though such supervisor had remained at all times in active service.
3. During such leave, a supervisor shall not be eligible for credit on the salary guide or any other benefits provided by this Agreement.

## ARTICLE XI

### STRIKES - LOCKOUTS

No lockout or supervisors shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any form of strike. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. In the event that legislation is enacted legalizing teacher strikes, the provisions of this Article shall be null and void, and of no further force and effect.

ARTICLE XII  
AMENDMENT OR MODIFICATION

This Agreement shall not be amended or modified in any way whatsoever except by written agreement.

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ARTICLE XIII  
NON-WAIVER CLAUSE

The failure of either party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of the right thereafter to insist upon performance of that or any other provisions of this Agreement.

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NUTLEY, NEW JERSEY 07110



ARTICLE XIV

WORK YEAR

The work year for each supervisor shall be one hundred ninety-two (192) days.

*for 87*

*for the school year  
1983-4 one hundred  
and eighty-nine days (189)  
and 1984-5*

*for 88*

## ARTICLE XV

### SALARIES

Salaries for the 1983-1984 school year shall be calculated by applying the following four step formula to a base salary of thirty thousand (\$30,000.00) dollars. Salaries for the 1984-1985 school year shall be calculated by applying the four step formula to a base salary of ~~thirty-one thousand~~ *thirty-one thousand eight hundred and fifty (\$31,850)*. *OK*

1. Responsibility Factor - Level of Instruction

Supervisors who supervise teachers at either the elementary, middle or high school level shall have their base salary multiplied by .10.

Supervisors who supervise teachers at any two levels shall have their base salary multiplied by .13.

Supervisors who supervise teachers at all three levels shall have their base salary multiplied by .16.

2. Responsibility Factor - Teachers Supervised

Supervisors shall have their base salary increased in accordance with the number of teachers they supervise on a Full Time Equivalency. *Elementary teachers shall be*

Full Time Teachers

Multiplier

4 or less	.01
4.1 - 7	.03
7.1 - 9	.05
9.1 - 11	.08
11.1 - 14	.10
14.1 - 18	.12
18.1 or more	.14

*computation  
at the  
FTE rate  
of .167  
per academic  
year.  
OK*

The full time equivalency for each supervisor shall be calculated in July for the forthcoming school year. Revised calculations shall be made on September 30 and February 28 or 29th. Adjustments in a supervisor's salary on the basis of any changes in his/her full time equivalency shall be made in the first paycheck in April.

3. Education

Supervisors with a doctorate or a master's degree plus additional academic credit shall have their base salary increased in the following manner:

<u>Degree</u>	<u>Multiplier</u>
M.A. + 16 credits	.01
M.A. + 32 credits	.03
M.A. + 48 credits	.05
Ph.D	.08

4. Experience as Certificated Supervisor

Supervisors who have acquired tenure as a supervisor in the District shall have their base salary increased in the following manner:

<u>Years Experience</u>	<u>Multiplier</u>
Statutory probation period + 1 year	.04
Statutory probation period + 2 years	.05
Statutory probation period + 3 years	.06
Statutory probation period + 4 years	.07
Statutory probation period + 5 years	.08
Statutory probation period + 6 years	.09
Statutory probation period + 7 years	.10

In addition to the foregoing, the salary of the supervisor who is responsible for supervising interscholastic athletics shall receive an additional four thousand three hundred (\$4,300.00) dollars for the 1983-1984 school year and four thousand five hundred eighty (\$4,580.00) dollars for the 1984-1985 school year.

The maximum salary increase which a supervisor can receive from one year to another under this Article is four thousand five hundred (\$4,500.00) dollars.

ARTICLE XVI  
SUPERVISOR EVALUATION

A. Observation and Evaluation of Tenured and Non-Tenured Staff Members

The New Jersey Administrative Code (N.J.A.C. 6:3-1.21, Evaluation of tenured teaching staff members) will be followed by the Board in carrying out the observation and evaluation of tenured teaching staff members, including both those assigned to, and those not assigned to, regular classroom teaching duties.

The non-tenured teachers' evaluation law (N.J.S.A. 18A:27-3.1 et seq.) and the New Jersey Administrative Code (N.J.A.C. 6:3-1.19, Supervision of instruction: observation and evaluation of non-tenured teaching staff members) will be followed by the Board in carrying out the observation and evaluation of non-tenured staff members, including those assigned to, and those not assigned to, regular classroom teaching duties.

The procedures for the supervision of instruction, observation and evaluation of both tenured and non-tenured teaching staff members, including both those assigned to, and those not assigned to, regular teaching duties, shall be as follows:

1. Observation and Evaluation of Teachers Assigned to Regular Classroom Teaching Duties.

The procedures for the supervision of instruction, observation and evaluation of tenured and non-tenured teaching staff members assigned to regular classroom teaching duties shall conform with N.J.A.C. 6:3-1.21 (Evaluation of tenured teaching staff members) and N.J.A.C. 6:3-1.19 (Supervision of instruction: observation and evaluation of non-tenured teaching staff members) and shall be as follows:

- (a) The term "Observation," as applied to a teaching staff member assigned to regular classroom teaching duties, shall be construed to mean a visitation to a classroom by a member of the administrative/supervisory staff of the District who holds an appropriate certificate for the supervision of instruction (hereinafter referred to as the "Evaluator") for the purpose of observing the performance of the instructional process by the teaching staff member. Such observation shall be conducted openly and with full knowledge of the teaching staff member.
- (b) The term "Evaluation," as applied to a teaching staff member assigned to regular classroom teaching duties, shall be construed to mean a written evaluation report prepared by the

Evaluator who visits the classroom for the purpose of observing the performance of the instructional process by the teaching staff member. The written evaluation report has as its purpose the improvement of the quality of instruction, should be as comprehensive as possible, and should describe the lesson, command position aspects, identify deficiencies and extend assistance for the correction of such deficiencies.

- (c) Evaluators shall have been appointed to such positions by the Board.
- (d) Each non-tenured teaching staff member shall be observed and evaluated at least three (3) times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual non-tenured teaching staff member's term of service is less than one (1) academic year.
- (e) Each tenured teaching staff member shall be observed and evaluated at least once each school year.
- (f) Observations and evaluations shall relate only to school related activities and responsibilities. Evaluators shall have the right to determine when

an observation and evaluations shall be made. In selecting the times for observations and evaluations an Evaluator shall avoid making observations and evaluations at times when, in the opinion of the Evaluator, a fair observation and evaluation cannot be made.

- (g) Each observation shall be conducted for a minimum duration of one class period (44 minutes) in the high school and middle school and one complete subject lesson (30 minutes) in an elementary school.
- (h) Each observation and evaluation shall be followed, within a reasonable period of time, but in no instance more than fifteen (15) calendar days after the observation, by a conference between the evaluator and the teaching staff member, provided, however, that the teaching staff member's signature shall not be deemed to signify agreement with the contents. Both parties to such conference will review and sign the evaluation and retain a copy for his/her records. In the event that both the Evaluator and the teaching staff member agree that there has been an oversight or a mistake of fact in connection with any evaluation, such evaluation shall be rewritten, at said



conference, to correct the agreed upon oversight or mistake of fact. The teaching staff member shall have the right to submit a written disclaimer of such evaluation within 10 calendar days following the conference, and such disclaimer shall be attached to each party's copy of the evaluation.

2. Observation and Evaluation of Teachers Not Assigned to Regular Classroom Teaching Duties.

The procedures for the supervision of instruction, observation and evaluation of tenured and non-tenured supervisors shall conform with N.J.A.C. 6:3-1.21 (Evaluation of tenured teaching staff members) and N.J.A.C. 6:3-1.19 (Supervision of instruction: observation and evaluation of non-tenured teaching staff members) and shall be as follows:

- (a) The term "Observation," as applied to a supervisor not assigned to regular classroom teaching duties, shall be construed to mean a visitation or visitations by an Evaluator, for the purpose of observing the performance of duties by the teaching staff member, to a work station in, or in other than, a classroom setting during but not limited to times when the supervisor is interacting with students, parents, teachers, or administrators, or times when the teaching staff

member is performing any duty related to his/her responsibilities as set forth in the job description for the position. The observation shall be conducted openly and with the full knowledge of the supervisor.

- (b) The term "Evaluation," as applied to a supervisor not assigned to regular classroom teaching duties, shall be construed to mean a written evaluation report prepared by the Evaluator who visits a work station for the purpose of observing the performance of the supervisor. The written evaluation report has as its purpose the improvement of the quality of the education program, should be as comprehensive as possible, and should describe the duties being performed, commend positive aspects, identify deficiencies and extend assistance for the correction of such deficiencies.
- (c) Evaluators shall have been appointed to such positions by the Board.
- (d) Each non-tenured supervisor shall be observed and evaluated at least three (3) times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced

proportionately when an individual non-tenured supervisor's term of service is less than one (1) academic year.

- (e) Each tenured supervisor shall be observed and evaluated at least once each school year.
- (f) Observations and evaluations shall relate only to school related activities and responsibilities. Evaluators shall have the right to determine when an observation and evaluations shall be made. In selecting the times for observations and evaluations, an Evaluation shall avoid making observations and evaluations at times when, in the opinion of the Evaluator, a fair observation and evaluation cannot be made.
- (g) Each visitation which constitutes a part of an observation may, in the discretion of the Evaluator, take place for time periods of varying durations. Prior to writing the evaluation of each supervisor not assigned to regular classroom duties, the Evaluator shall have observed the supervisor for a minimum cumulative amount of observation time which is equivalent to one class period (44 minutes) in the high school and middle school or one complete subject lesson (30 minutes) in an elementary school.

- (h) Immediately after completion of each of the cumulative observation periods, the Evaluator shall notify the supervisor that the cumulative observation period in question has been completed.
- (i) Each cumulative observation period and evaluation shall be followed, within a reasonable period of time, but in no instance later than fifteen (15) calendar days after notification by the Evaluator to the supervisor of the completion of the cumulative observation period in question, by a conference between the Evaluator and the supervisor. Both parties to such conference will review and sign the evaluation and retain a copy for his/her records, provided, however, that the supervisor's signature shall not be deemed to signify agreement with the contents. In the event that both the Evaluator and the supervisor agree that there has been an oversight or a mistake of fact in connection with any evaluation, such evaluation shall be rewritten, at said conference, to correct the agreed upon oversight or mistake of fact. The supervisor shall have the right to submit a written disclaimer of such evaluation

within ten (10) calendar days following the conference, and such disclaimer shall be attached to each party's copy of the evaluation.

B. Summary Evaluation of Tenured and Non-Tenured Supervisor's

In addition to the observations and evaluations referred to above, there shall, each year, be a written summary evaluation of each tenured and non-tenured supervisor's total performance as an employee of the Board.

The procedures for summary evaluations of both tenured and non-tenured supervisors, including both those assigned to, and those not assigned to, regular classroom teaching duties, shall be as follows:

1. Annual Summary Evaluations

- (a) The summary evaluation shall be construed to consist of an annual conference followed by a written summary evaluation report prepared by Board designated representative(s) who shall assemble all evidence available concerning a supervisor's services to the District including any relevant information from other members of the administrative staff. The data may include but is not necessarily limited to anecdotal records, work samples (teacher, student), observations, review of personnel files, interviews/conferences, review

of records (student, class, school), self-appraisal, standardized testing of students, criterion-referenced testing of students, review of unit/lesson plans, professional interactions and unsolicited comments (parent, peer, community, student).

- (b) The annual conference and written report which constitute the summary evaluation are designed to promote professional excellence, improve job skills, assist student learning and growth, and provide a basis for the review of performance of supervisors.
- (c) The conference between the Board designated representative(s) and supervisor shall include (i) an analysis of the supervisor's performance of skills, interpersonal relations, and professional responsibilities as set forth in the job description for the position, (ii) a discussion of areas of strength, (iii) recommendation for the position, (iv) a review of the supervisor's progress toward any previously stated professional improvement plan and (v) an analysis of pupil progress indicators.

(d) The annual conference shall be followed by the preparation in final form by the Board designated representative(s) of the written summary evaluation report which shall contain the basic information discussed during the annual conference. The Board designated representative(s) shall sign the written summary evaluation report and forward the same to the supervisor. The supervisor shall have five (5) school days following the receipt of the written summary evaluation report within which to (i) review the written summary evaluation report with the Board designated representative(s) and (ii) sign it. In the event that both the Board designated representative(s) and the supervisor agree that there has been an oversight or a mistake of fact in connection with the written summary evaluation report, such written summary evaluation report shall be rewritten to correct the agreed upon oversight or mistake of fact.

(e) The supervisor shall have ten (10) school days from the date of the signing within which to attach a written disclaimer. The written summary evaluation report shall not be forwarded by the Board designated representative(s) to the

Superintendent of Schools and the Assistant Superintendent of Schools for their review until after the expiration of ten (10) school days from the date of signing by the supervisor.

2. Additional General Procedure

- (a) Copies of all cited statutory provisions and regulations along with criteria for observation, job description, and evaluation forms shall be distributed to all supervisors in September of each school year. Supervisors hired after the beginning of the school year shall receive copies of the above cited materials upon employment.
- (b) Any amendment of evaluation policy and/or procedures shall be distributed to each supervisor within ten (10) school days after adoption.
- (c) Evaluation forms and criteria, as developed by the Board from time to time after consultation with the Association, shall be used for all observations and evaluations.
- (d) All supervisors shall be required to sign written evaluation forms and summary evaluations, but the signing of such forms shall not be deemed to signify that a supervisor agrees with the contents.



(e) For non-tenured supervisors, the summary evaluation report shall serve as the basis for recommendations regarding reemployment.

C. General

1. The job description for supervisors, which was adopted by the Board in April, 1983, shall not be construed as having effected any change in terms and conditions of employment of supervisors except as herein modified. Said job description shall not be unilaterally changed by the Board insofar as any such change would affect terms and conditions of employment.
2. All complaints about a supervisor or materials or facts derogatory about a supervisor's conduct, service, character or personality, which are received from without the administration (which for the purpose of this subsection includes Department Supervisors), the effect of which, or the cumulative effect of which, may, in the judgment of the administration, affect a supervisor's status in the District, shall be investigated by the appropriate administrator(s). At the time the administration receives a complaint or materials or facts directly or indirectly or circumstantially derogatory about a supervisor, the effect of which, or the cumulative effect of which, may, in the judgment of the administration, affect a

supervisor's status in the District, the supervisor in question shall be notified in writing of, and be served, either personally or by certified mail, return receipt requested, with a copy of statement of the complaint or materials or facts derogatory about that supervisor. Neither complaint nor materials or facts derogatory about that supervisor shall appear in any evaluation or influence an evaluation or be placed in the supervisor's personnel file, unless the investigation, in the opinion of the administrator(s), substantiates the complaint or materials or facts derogatory about the supervisor. The supervisor in question shall have the right of representation by the Association for the duration of the investigation. If an administrator's written report results from the investigation, said report shall be placed in the supervisor's personnel file and a copy thereof served, either personally or by certified mail, return receipt requested, upon said supervisor, in which event the supervisor in question shall have the right, within ten (10) days after receipt of a copy of such report, to reply in writing thereto and to have said reply placed in that supervisor's personnel file and appended to the administrator's report.

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3. Except for personal references solicited by the Board at the time of employment and as to which the supervisor has waived his/her right of inspection or review, the contents of a supervisor's personnel file shall be subject to the right of the supervisor, upon his/her request made at least two (2) school days in advance, to review, at a mutually agreeable time, the contents of his/her personnel file in the company of a representative of his/her own choosing and in the presence of a representative of the Board.

ARTICLE XVII  
GRIEVANCE PROCEDURE

A. The purpose of this Article is to establish a procedure under which a grievance may be processed as rapidly as possible and resolved at the lowest possible level. All parties in interest shall endeavor to expedite the process and to keep the proceedings as informal and confidential as the procedure at any given level will permit.

B. Definition of Terms

"Grievance" is a claim of an aggrieved person concerning the interpretation, application, or violation of this Agreement or of Board policies or administrative decisions affecting the terms and conditions of employment of a supervisor or group of supervisors. A grievance shall not be deemed to include: (a) any matter as to which a prescribed method of review is required by law, or by a rule or regulation of the Commissioner or State Board of Education; or (b) any matter as to which the Board does not have the legal authority to act.

"Aggrieved Person" is the supervisor(s) or the Association claiming a grievance.

"Party in Interest" is an aggrieved person and any other person who might be required to take action or against whom action might be taken in order to resolve a grievance.

C. Time Limits

1. The number of days indicated on each level shall be considered as a maximum. The time limits specified may, by mutual agreement, be enlarged or reduced.
2. The failure of an aggrieved person to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on and basis of the grievance in question.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party of interest; the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Levels of Procedure

1. Level One (Building Level) - Step One:

An aggrieved person with a grievance shall, within forty-five (45) school days after either the occurrence of the event or acts which give rise to the grievance or the date on which the aggrieved person knew of or would be reasonably expected to know of such, first orally discuss it with his or her principal, with the objective of resolving the matter informally. Failure to act within said forty-five (45) school day period shall be deemed to constitute an abandonment of the grievance. The aggrieved person and the appropriate principal, or immediate supervisor in the case of members of the Child Study Team, shall, at the conclusion of such oral discussion, execute a form acknowledging such discussion. The principal shall communicate his decision to the aggrieved person within three (3) school days next following said oral discussion. If the principal fails to communicate his decision within said three (3) school day period, the relief sought shall be deemed denied and the aggrieved person may proceed to Step Two of Level One of the grievance procedure.

Step Two:

If the relief sought in Step One of Level One is denied, the aggrieved person may, within three (3) school days following the denial, file his grievance in writing with the principal setting forth the specific allegations of fact which gave rise to the grievance, the specific provision(s) of the Agreement or Board policy or the particular past practice alleged to have been violated, the date as of which the event or acts which gave rise to the grievance first occurred, and the relief sought. If the appeal is not timely filed in writing with the principal, the decision at Step One of Level One shall be final and the matter closed. If the appeal is timely filed with the principal, then the principal shall communicate his decision in writing to the aggrieved person within five (5) school days next following the filing of the written grievance. If the principal fails to communicate his decision in writing within the time prescribed, the relief sought shall be deemed denied and the aggrieved person may proceed to the next level of the grievance procedure.

2. Level Two (Superintendent's Level):

If the aggrieved person is not satisfied with the disposition of the grievance at Step Two of Level One, the aggrieved person may, within three (3) school days

after the decision at Level One, appeal the decision at Step Two of Level One in writing to the Superintendent setting forth the respects in which the aggrieved person disagrees with the decision at Step Two of Level One and the action requested to be taken by the Superintendent. If the appeal is not timely filed in writing with the Superintendent, the matter shall be orally discussed between the Superintendent or his designee and the aggrieved person. The aggrieved person and the Superintendent or his designee shall, at the conclusion of such oral discussion, execute a form acknowledging such discussion. If the Superintendent or his designee fails to communicate his decision in writing within the time prescribed, the appeal shall be deemed denied and the aggrieved person may proceed to the next level of the grievance procedure.

3. Level Three (Board Level):

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, the aggrieved person may, within eight (8) school days after the decision at Level Two, file an appeal in writing with the Board setting forth the respects in which the aggrieved person disagrees with the decision of the Superintendent and the action requested to be taken by the Board. If the aggrieved person fails to



timely file the written appeal with the Board, the decision at Level Two shall be final and the matter closed. If the aggrieved person files the written appeal with the Board within the time limit provided, the matter shall be orally discussed by and between the Board, or its designee, the Association and the affected supervisor within ten (10) school days after the appeal has been filed with the Board; and the Board, or its designee, shall communicate its decision in writing to the Association within ten (10) school days after the conclusion of said oral discussion. If the Board or its designee fails to communicate its decision in writing within the time prescribed, the appeal shall be deemed denied and the Association may proceed to the next level of the grievance procedure.

4. Level Four (Arbitration Level):

If any grievance is not resolved at Level Three, the Association may, within ten (10) school days after the decision of the Board at Level Three, serve written notice on the Board of its desire to submit the grievances to binding arbitration as hereinafter provided. If timely notice is not served upon the Board, the decision at Level Three shall be final and the matter closed.

5. Arbitration Procedures:

- (a) In the event that the grievance is to be submitted to binding arbitration before an arbitrator, the Association and the Board shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, the Association or the Board shall, within ten (10) school days after the request to submit the grievance to binding arbitration, request a list of arbitrators to be submitted by the American Arbitration Association. The Board and the Association shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (b) The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearing, or from the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues

submitted. The authority of the arbitrator is limited to the interpretation of, the application of, or the compliance with, the provisions of this Agreement, and the arbitrator shall have no authority to in any way alter, modify, substitute, change, add to or delete from any of the terms of this Agreement, and the arbitrator shall, in interpreting, applying, or making a determination as to compliance with, the provisions of this Agreement, be bound by, and decide in accordance with, all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- (c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and

cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

E. Rights of Supervisor's to Representative

1. An aggrieved person may at Levels One, Two or Three of the grievance procedure, be accompanied or represented by not more than two (2) persons of his own choosing, of whom one (1) or both may be designated representatives of the Association. When an aggrieved person is not represented by the Association, a representative of the Association shall have the right to be present and to state its view at all levels of the grievance procedure after Level One.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party of interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. If a grievance affects a group or class of supervisors, the Association may, within forty-five (45) school days after either occurrence of the events or acts which give rise to the grievance or the date on which the

supervisors know of or would be reasonably expected to know of such, first orally discuss it at Level Two with the Superintendent with the objective of resolving the matter informally. Failure to act within said forty-five (45) day period shall be deemed to constitute an abandonment of the grievance. The Superintendent shall communicate his decision to the Association within ten (10) school days next following said oral discussion. If the Superintendent fails to communicate his decision within said ten (10) school days, the relief sought shall be deemed denied and the Association may proceed to Level Three and then, if necessary, Level Four of the grievance procedure. The Association may process such a grievance through such levels of the grievance procedure even though one (1) or more members of a group or class of affected supervisors does not wish to do so.

2. Written decisions rendered at Levels One, Two, and Three of the grievance procedure shall be transmitted promptly to all parties in interest and to the Association and shall, where any of the relief sought has been denied, set forth the reasons therefor.

3. If a party in interest other than the aggrieved person is a supervisor who may be affected by the disposition of the grievance, he shall be deemed an aggrieved person and shall be bound by the decision.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the parties in interest.
5. Forms for acknowledging grievance discussions, filing grievances, and rendering determinations shall be in the forms annexed hereto as Exhibits "B" through "F" and shall be given the distribution set forth therein so as to facilitate operation of the grievance procedure.
6. The meetings under Levels One, Two, and Three of the grievance procedure shall not be conducted in public and shall include only the parties in interest and their representatives. No arbitration hearings under Level Four shall be conducted in public and such hearings shall include only the parties in interest, their representatives, their witnesses and such other persons as either party or the arbitrator may deem necessary for the proper processing of the grievance.

## ARTICLE XVIII

### EARLY RETIREMENT AND REMUNERATION PLAN

The Board and the Association agree that the following voluntary Early Retirement Remuneration Plan shall, in the event such plan shall in the future be legalized by Act of the Legislature or otherwise, be available to supervisors:

#### A. Eligibility

1. All four (4) of the following conditions must be met for supervisors to be eligible:
  - (a) Supervisors must have been continuously employed in the teaching profession for at least fifteen (15) years prior to the effective date of retirement.
  - (b) Supervisors must have been continuously employed by the Tenafly Board for at least ten (10) years prior to the effective date of retirement.
  - (c) Supervisors must have reached the age of fifty-five (55) years or over prior to the effective date of retirement; subject, however, to the special provision for supervisors who reach the age of fifty-five (55) during the summer recess, which provision is contained under the heading "remuneration schedule" below.
  - (e) Supervisors must have retired as of the end of a school year.

B. Notification

Prior to April 15 of the year of retirement, supervisors must give notice in writing to the Board of their intention to retire at the end of said school year.

C. Remuneration Schedule

1. Supervisors who have retired as of the end of a school year after fifteen (15) years of continuous employment in the teaching profession and after ten (10) years of continuous service as a teacher or supervisor in Tenafly, and who will be fifty-five (55) years of age before the opening day of the next succeeding school year, are eligible to receive additional remuneration in the amount of five thousand (\$5,000.00) dollars.
2. Additional remuneration for other eligible supervisors will be given according to the following schedule:

<u>Age of Supervisor on June 30th</u> <u>(in the year of retirement)</u>	<u>Remuneration</u>
55	\$5,000
56	\$5,000
57	\$5,000
58	\$4,000
59	\$4,000
60	\$4,000
61	\$2,500
62	\$2,000



D. Payment

1. Payment shall be made according to the option selected by the retired supervisor. The following options are available:
  - (a) A lump sum payment in September of the year of retirement.
  - (b) A lump sum payment in January of the year following the year of retirement.
  - (c) Ten (10) equal monthly installments beginning in September of the year of retirement and ending in June of the year following the year of retirement.
  - (d) Five (5) equal monthly installments beginning in January of the year following the year of retirement and ending in May of the year following the year of retirement.
2. In the event of the death of a retired supervisor prior to that supervisor's having received all of that supervisor's additional remuneration, that supervisor's estate shall be paid the remainder in accordance with the optional plan selected by that supervisor.

ARTICLE XIX

PRINTING OF THE AGREEMENT

The cost of printing the duly executed written Agreement by and between the parties shall be borne by the Board. The format and method of printing shall be up to the Board. One copy of the Agreement shall be provided to each member of the Association.

ARTICLE XX  
REPRESENTATION FEE

A. Purpose of Fee

If a supervisor does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said supervisor will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the aggregate amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) of said aggregate amount.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any supervisor who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each supervisor during the remainder of the membership year in question. The deductions will begin thirty (30) days after the supervisor begins his/her employment in a bargaining unit position.

D. Termination of Employment

If a supervisor who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said supervisor during the membership year in question and promptly forwarded same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

ARTICLE XXI

DURATION OF THE AGREEMENT

The effective term of this Agreement shall be from July 1, 1983 to June 30, 1985.

ARON  
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COUNSELLORS AT LAW  
884 PASSAIC AVENUE  
NUTLEY, NEW JERSEY 07110

ARTICLE XXII

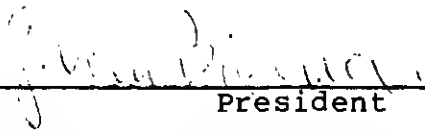
SEPARABILITY


If any provision of this Agreement, or any interpretations, application or administration thereof, shall be determined by any court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be deemed invalid and inoperative to the extent required by such determination. All other provisions hereof remain in full force and effect.

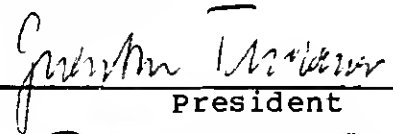
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their respective corporate seals affixed hereto, at Tenafly, New Jersey, on this 12th day of March, 1984.


TENAFLY BOARD OF EDUCATION

TENAFLY DEPARTMENT SUPERVISORS  
ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary